

CONTRACT FROM THE MONTANA  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

CONTRACT NUMBER insert contract number

SECTION 1: PARTIES

This contract is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are insert address and phone number and insert name of contractor (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are insert ID number, mailing address, fax number and phone number.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2: PURPOSE

The purpose of this contract is to insert a brief description of the purpose of this contract.

SECTION 3: TERM OF CONTRACT

- A. The term of this contract for the purpose of delivery of services is from insert commencement date through insert end date unless terminated otherwise in accordance with the provisions of this contract. This contract may be extended for insert number and term of extensions if the parties agree to the extension prior to the end of the current term of this contract.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this contract and are satisfactory in form and contents as determined by the Department.
- D. The Contractor, after termination of this contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the contract including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals and property ownership and use.

SECTION 4: SERVICES TO BE PROVIDED

The Contractor must provide the following services:

**input details on services to be provided or reference attachment A if services are to be detailed there.**

## SECTION 5: CONSIDERATION AND PAYMENTS

- A. In consideration of the services to be provided through this contract, the Contractor is to receive from the Department reimbursement for services rendered in accordance with those costs provided for in the budget in Attachment A which is hereby incorporated into this contract by this reference. The Contractor may only bill for services that have been performed.
- B. The Contractor must submit invoices itemizing all services and expenses for reimbursement on forms provided by the Department. Invoices must be submitted to the Department in accordance with the following schedule: **Insert schedule.**
- C. The Department may withhold payment at any time during the term of the contract, if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this contract.
- D. In order to assure full performance by the Contractor of the duties and responsibilities of this contract, the Department is withholding **insert amount or percent** of the consideration from payment until such time as the Department determines that the Contractor has satisfactorily performed all the duties and responsibilities of this contract. The Department may retain the above stated amount if the Contractor fails to complete full performance. The exercise of the Department's right in relation to this provision does not preclude the Department from recovery of additional amounts that are owing to it.
- E. The consideration provided to the Contractor under this contract may be adjusted by the Department in its discretion based on audit findings.
- F. The total reimbursement provided to the Contractor for the purposes of this contract may not exceed **insert total amount.**
- G. The Contractor may not receive monies provided through this contract as reimbursement for the costs of services that are reimbursed from other sources.

## SECTION 6: RELATED PARTY TRANSACTIONS PROHIBITED

The Contractor may not enter into any contract or other arrangement for the use, purchase, sale, lease or rental of real property, personal property or services funded with monies of this contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result.

The Department may grant exceptions to this prohibition where it determines that the particular circumstances warrant the granting of an exception.

## SECTION 7: CREATION AND RETENTION OF RECORDS

- A. The Contractor must create and maintain records of the services covered by this contract, including financial records, supporting documents and such other records as are required by law or other authority.
- B. The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (section 18-1-118, MCA).
- C. Records must be retained for a period of three (3) years from the completion date of this contract. If any litigation, review, claim or audit is started before the expiration of the three year period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved.
- D. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices.
- E. Records developed for the purposes of delivery of services to recipients under this contract are the property of the Department and must be developed, maintained, and disposed of as provided in this contract or as otherwise directed by the Department.

## SECTION 8: ACCOUNTING, COST PRINCIPLES AND AUDIT

- A. The Contractor, in accordance with 18-4-311, MCA and other authorities, must maintain for the purposes of this contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP), as interpreted by the Department, and to any other accounting requirements the Department may require.
- B. The Department or any other legally authorized governmental entity or their authorized agents may at any time during or after the term of this contract conduct, in accordance with 5-13-304 and 18-1-118, MCA and other authorities, audits for the purposes of assuring the appropriate administration and expenditure of the monies provided to the Contractor through this contract and assuring the appropriate administration and delivery of services provided through this contract.
- C. The Contractor, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide the Department and any other legally authorized governmental entity or their authorized agents access at any time to all the Contractor's records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this contract until the expiration of three years from the completion date of this contract.

The State and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

- D. The Contractor, if receiving \$300,000 or more in federal funds from any and all federal funding sources, must comply with the accounting and audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of OMB Circular "A-122, Cost Principles for Non-Profit Institutions" concerning the use of the funds provided under this contract.

#### SECTION 9: ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. The Contractor may not assign, transfer, delegate or subcontract, in whole or part, this contract or any right or duty arising under this contract unless the Department in writing approves the assignment, transfer, delegation or subcontract.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor must be in writing, must be subject to the terms and conditions of this contract and must contain any further conditions as may be required by the Department.
- C. The Department's approval of any assignment, transfer, delegation or subcontract neither makes the Department a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Department.
- D. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- E. The Contractor must indemnify and hold the Department harmless, in accordance with the provisions of this contract, regarding indemnification, with respect to any suit or action by any party to an assignment, transfer, delegation or subcontract.

#### SECTION 10: HOLD HARMLESS/INDEMNIFICATION

- A. The Contractor must indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Contractor, from any matters arising from the performance of this contract, or from the Contractor's failure to comply with any federal, state, and local laws, regulations and ordinances applicable to the services or work to be provided under this contract.
- B. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Contractor, its employees, agents, subcontractors, or assignees and any other

person, firm, or corporation performing work, services or providing materials under this contract.

## SECTION 11: INSURANCE COVERAGE

### A. GENERAL LIABILITY INSURANCE

1. The Contractor must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under this contract. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors.
2. The Contractor must provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of \$ state amount per occurrence and \$ state amount aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.
3. The state, its officers, officials, agents, employees, and volunteers, are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the insured's general supervision of the Contractor, products and completed operations; and arising in relation to the premises owned, leased, occupied or used by the Contractor.

**THE RECOMMENDED COVERAGE FOR GENERAL LIABILITY INSURANCE IS \$1,000,000 PER CLAIM AND \$2,000,000 AGGREGATE PER YEAR. THE MINIMUM ALLOWABLE COVERAGE IS \$500,000 PER CLAIM AND \$1,000,000 AGGREGATE PER YEAR. VARIATIONS MAY BE APPROVED BY LEGAL FOR A CLASS OF CONTRACTS OR FOR DISTINCTIVE INDIVIDUAL CONTRACTS. VARIATION BASED ON INDIVIDUAL CONTRACTS WITHIN A CLASS OF CONTRACTS IS NOT ALLOWED.**

### B. AUTOMOBILE LIABILITY INSURANCE

**AUTOMOBILE INSURANCE COVERAGE IS TO BE USED WHEN THE CONTRACT PROVIDES THAT THE CONTRACTOR IS TO TRANSPORT CLIENTS OR WHEN THE TRANSPORTATION OF CLIENTS MAY OCCUR AS AN ACTIVITY RELATED TO THE DELIVERY OF SERVICES. THIS SECTION MUST ALSO BE USED WHEN**

**THE DELIVERY OF SERVICES NECESSITATES TRAVEL BY EMPLOYEES OF THE CONTRACTOR.**

1. The Contractor must maintain, at its cost, automobile liability insurance coverage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors.
2. The Contractor must provide automobile liability insurance inclusive of bodily injury, personal injury and property damage. The automobile liability insurance coverage must be obtained with combined single limits of \$ state amount per occurrence and \$ state amount aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.
3. The state, its officers, officials, agents, employees, and volunteers, are to be covered as additional insured for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the Contractor's general supervision, or arising in relation to automobiles leased, hired, or borrowed by the Contractor.

**THE RECOMMENDED AND MINIMUM COVERAGES ARE THE SAME AMOUNTS IDENTIFIED FOR GENERAL LIABILITY INSURANCE (SEE ABOVE).**

**C. GENERAL REQUIREMENTS**

1. The Contractor must provide to the Department a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this contract must remain in effect for the entire contract period. The Contractor must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued during the term of this contract.
2. The Department may require the Contractor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.
3. The Contractor's insurance coverage is the primary insurance in respect to the state, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the state and its officers, officials, agents, employees, and volunteers is in excess of the Contractor's insurance and does not contribute with it.
4. Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, the insurer must:

- a. reduce or eliminate such deductibles or self-insured retentions in relation to the state, its officials, employees and volunteers; or
- b. the Contractor must procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## SECTION 12: COMPLIANCE WITH LABOR LAWS

- A. The Contractor assures the Department that the Contractor is an independent contractor providing services for the Department and that neither the Contractor nor any of the Contractor's employees are employees of the Department under this contract or any subsequent amendment.
- B. The Contractor, at all times during the term of this contract, must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program. The Contractor must provide the Department with proof of necessary insurance coverage.
- C. If the Contractor has received, for workers' compensation purposes, an independent contractor exemption as to the Contractor, the Contractor must provide the Department with a copy of the exemption.
- D. The Contractor is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor and any persons providing services on behalf of the Contractor under this contract.
- E. The provision of this contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this contract is an employee of the Department.

## SECTION 13: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

## SECTION 14: FEDERAL REQUIREMENTS

- A. Generally

1. The Contractor, in addition to the federal requirements specified in this contract and any attachments to this contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (12-06)". Those assurance documents must be signed by the Contractor and submitted to the Department prior to the signing of this contract.

The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

2. The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances.

**B. Political and Lobbying Activities**

1. Federal monies received by the Contractor under the terms of this contract may not be used for any political activities by the Contractor, its employees or agents except as expressly permitted by state and federal law.
2. As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
3. If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL".
4. Federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, as provided in Section 503 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:
  - a. to fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video



presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships.

- b. to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.
- 5. The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.
- 6. The Contractor must ensure the compliance of any subcontractors with these restrictions and any related reporting requirements.

## SECTION 15: CIVIL RIGHTS

### A. Federal and State Authorities

The Contractor must comply with the applicable provisions of the Montana Human Rights Act (49-2-101, et seq., MCA), Governmental Code of Fair Practices (49-3-101, et seq. MCA) the federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), and the federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

### B. Discrimination

The Contractor, as provided at 49-3-207, MCA and other relevant authorities, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

### C. Employment

The Contractor, as provided at 49-3-207, MCA, must hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

The Contractor, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices.

## SECTION 16: CONFIDENTIALITY AND HIPAA REQUIREMENTS

- A. The Contractor must, during and after the term of this Contract, protect confidential consumer and recipient information obtained and used in the performance of contractual duties and responsibilities under this Contract in accordance with applicable legal and policy authorities.
- B. All material and information containing consumer and recipient personal information provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, magnetic media, or in other forms, is to be regarded as confidential information and may only be used or disseminated by the Contractor, its subcontractors, or agents for the purposes allowed for under this Contract and any governing legal and policy authorities.
- C. The Contractor, in relation to individually identifiable health information, must comply with the privacy and security requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing those requirements at 45 CFR Part 160 and Subparts A, C, and E of Part 164 as they may be applicable to the Contractor and the services provided through this Contract. Attachment \_\_\_\_ to this contract provides information as to where the Contractor may access the relevant HIPAA legal authorities and the interpretative direction provided by the federal government. The Department's Certification Form, signed by the Contractor and incorporated as an attachment to this Contract provides for the Contractor's certification of its determination as to whether it is legally subject to the HIPAA privacy requirements and, if subject to the HIPAA, certification of its determination that it is fully in compliance with HIPAA.
- D. The Contractor must notify the Department in writing within five work days in the event that 1) a complaint is lodged with the Office of Civil Rights (OCR) of the Department of Health and Human Services alleging that determines that the Contractor is not in compliance with HIPAA, 2) the Office of Civil Rights (OCR) of the Department of Health and Human Services determines that the Contractor is not in compliance with HIPAA, or 3) an administrative action or litigation is initiated against the Contractor based on any legal authority pertaining to the protection of confidential information. The Contractor must provide with any notice a copy of the relevant administrative complaint, determination or legal complaint.
- E. Failure of the Contractor to be in compliance with this provision, the Department's policies protecting confidential information, or federal and state legal authorities, inclusive of HIPAA, governing the protection of confidential information is cause for termination of this Contract by the Department.

## SECTION 17: DEPARTMENTAL GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this contract. The Department may supply essential interpretations of such materials and this contract to assist with contract compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this contract. Legal services will not be provided by the Department to the Contractor in any matters relating to this contract.

## SECTION 18: PUBLICITY

- A. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this contract prepared and released by the Contractor must include the statement:

"This project is funded (in part) under a contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- B. As provided in Section 507 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this contract, funded in part or in whole with federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, must state the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with non-governmental monies.
- C. All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this contract must be reviewed and approved by the Department prior to use, publication or release.

## SECTION 19: PROPERTY

- A. For purposes of this provision the following definitions based on the pertinent federal regulations apply:

"Equipment" means tangible non-expendable personal property, including exempt property, charged directly to the contract having a useful life of more than one year and

an acquisition cost of \$5,000 or more per unit unless lower limits are otherwise established.

"Intangible property" means, but is not limited to, trademarks, copyrights, patents, and patent applications and such property as loans, notes and other instruments of property ownership, whether considered tangible or intangible.

"Personal property" means property of any kind of property except real property. It may be tangible, having physical existence, such as equipment and supplies, or intangible, having no physical existence, such as data, copyrights, patents, or securities.

"Property" means, unless otherwise stated, real property, equipment, and intangible property.

"Real property" means land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.

- B. Property to be used for the purposes of carrying out the duties and responsibilities provided for in this contract may be purchased with funds from this contract only if authorized by the Department through the terms of this contract.
- C. Property purchased with federal funding must be purchased, managed, and disposed of in accordance with the pertinent provisions at 74 CFR §§ 74.32, 74.34, 74.35, 74.36, and 74.37 and 92 CFR §§ 92.31, 92.32, 92.33 and 92.34.
- D. At such time as the Contractor no longer contracts to deliver services to the Department or as directed by the Department during the term of the contract, the Contractor agrees to deliver, as may be required by law or as may be directed by the Department, title to and possession of any property purchased with contractual monies to the Department or to any entity designated by the Department.
- E. All patent and other legal rights in and to inventions arising out of activities assisted by funds from this contract must be available, in accordance with 37 CFR Part 401 and any other applicable legal authority, to the public for royalty-free and nonexclusive licensing. The Contractor must notify the Department promptly in writing of any invention conceived or actually reduced to practice in the course of performance of this contract.
- F. The Department and any federal agency from which funds for this contract are derived have, in accordance with 45 CFR §74.36 and 45 CFR §92.34, a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for Department and agency purposes any written, audio or video material developed under this contract.

## SECTION 20: ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

## SECTION 21: CONTRACT TERMINATION

- A. The Department may immediately terminate the whole or any part of this contract for failure to perform the contract in accordance with the terms of the contract and other governing authorities.
  - 1. If there is no exigency or risk of harm to persons from continued performance, the Department, in its discretion, may impose penalties and/or provide notice to the Contractor of the failure to perform and allow the Contractor 30 days during which to cure the failure.
  - 2. Failure to perform includes, but is not limited to, failure to:
    - a. perform the services within the time limits specified in this contract;
    - b. perform any of the requirements of this contract;
    - c. perform its contractual duties or responsibilities in accordance with the terms of the contract or any other authority, including statute, rules, or policy that govern the standards for performance; or
    - d. comply with any law, regulation or licensure and certification requirement.
- B. The Department may terminate the whole or any part of this contract when federal or state funding for this contract becomes unavailable for any reason. The Department must give notice to the Contractor at least thirty (30) days prior to the effective date of termination.
- C. The Department may terminate this contract without cause. The Department must give notice of termination to the Contractor at least \_\_\_\_\_ (\_\_) days prior to the effective date of termination.
- D. Notice of termination must be given in writing.

- E. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.
- F. Upon contract termination or non-renewal of this contract, the Contractor must allow the Department, its agents and representatives full access to the Contractor's facilities and records to arrange the orderly transfer of the contracted activities.

## SECTION 22: LIAISON AND SERVICE OF NOTICES

- A. **Insert name along with telephone number/fax number, and e-mail address**) is the liaison for the Department. **Insert name along with telephone number/fax number, and e-mail address**) is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this contract.

## SECTION 23: CHOICE OF LAW, REMEDIES AND VENUE

- A. This contract is governed by the laws of the State of Montana.
- B. Any remedies provided by this contract are not exclusive and are in addition to any other remedies provided by law.
- C. In the event of litigation concerning this contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- D. In the event of a contractual dispute, the Contractor agrees to continue performance under this contract unless the Department explicitly waives performance in writing.

## SECTION 24: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department liaison identified in section 25. The Department liaison shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

## SECTION 25: MANDATORY REPORTING

- A. The Contractor agrees to maintain policy notifying all of the Contractor's employees that when they know, or have reasonable cause to suspect that a child is abused or neglected, the employee is personally required to report the matter promptly to the Department pursuant to Mont. Code Ann., Section 41-3-201. The policy will instruct employees to report child abuse and neglect allegations to the Department's Central Intake Bureau, toll-free number, 1-866-820-5437.
- B. The Contractor agrees to notify current employees and each newly hired employee of the Contractor's policy on reporting child abuse and neglect within the first week of employment, and document each notification of both newly hired and current employees with the dated signature of the employee.
- C. The Contractor agrees to document all known and suspected child abuse and neglect in the child's case file. Documentation will include details of the alleged abuse or neglect, the name of the employee who suspects abuse or neglect may have occurred, and actions taken by the employee and the Contractor regarding the alleged abuse or neglect.

## SECTION 26: SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This contract consists of **insert number of pages** numbered pages and attachments **insert attachment designation** through **insert attachment designation**. This is the entire contract between the parties.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained herein.
- C. The headings to the sections of this contract are for convenience of reference and do not modify, the terms and language of the provisions to which they are headings.
- D. No contractual provisions from a prior contract of the parties are valid or binding in this contractual agreement.
- E. If any provision of this contract is determined by a court of law to be invalid legally, all other provisions of this contract remain in effect and are valid and binding on the parties.
- F. If any provision of this contract, per se or as applied, is determined by the Department to be in conflict with any federal or state law or regulation then the provision is inoperative to the extent that the Department determines it is in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.
- G. Waiver of any default, breach or failure to perform under this contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition,

waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this contract unless reduced to writing as an amendment to this contract.

- H. This contract, except as may be otherwise provided by the terms of this contract, may not be enlarged, modified or altered except by written amendment signed by the parties to this contract.
- I. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract along with any attachments prepared by the Department, inclusive of request for proposal, if any, govern over the Contractor's proposal if any.

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: \_\_\_\_\_ Date \_\_\_\_\_

Department Of Public Health & Human Services

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**INSERT NAME OF CONTRACTOR**

By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title

\_\_\_\_\_

\_\_\_\_\_  
Address



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Phone Number

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Federal I.D. Number